City of Long Beach
DEPARTMENT OF PUBLIC WORKS

M E M O R A N D U M

TO: Daniel Creighton, City Manager

FROM: Department of Public Works *kga* 11/3/25

DATE: September 26, 2025 *Revised November 3, 2025*

SUBJECT: Engineering Planning Services – Safe Streets for All (SS4A)
Recommendation of Award

This Department proposes to enter into a professional services contract for the above referenced project. The City received a grant from the United States Department of Transportation (DOT) for $239,824. This grant covers 100% of the studies cost. The City is only responsible for an in kind labor match o that will be achieved by the management of the program. The Grant's goal is to develop a Roadway Safety Action Plan that will provide recommendations to reduce roadway fatalities and serious injuries

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposal (RFP) dated August 2025. The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the City's website and advertised in the NYS Contract Reporter.

Proposals from seven (7) firms were received on September 12, 2025. The technical proposals were evaluated by a Technical Review Committee (TRC) that included professionals from within the City. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's cost proposal.

Firm Name	Rank	Rating	Cost Proposal (lump sum)
VHB	*1*	*93.7*	*$239,745.00*
WSP	*2*	90.7	$236,389.25
GPI	*3*	87.4	$239,000.00
IMEG	*4*	86.4	$239,737.00
Hardesy and Hanover	*5*	83.6	$221,050.00
Systematics	*6*	81.4	$239,326.00
ZI Engineering	*7*	78.0	$219,637.60
Engineers Estimate			$239,000

The TRC during their discussions of the technical proposals identified the *four* firms as being capable of successfully completing the project. The TRC then opened and reviewed the sealed cost proposals. *The TRC working with Corporation Council determined in order to avoid even the appearance of a conflict of interest pursuant to 2 CFR 200.319(b), the City should not consider VHB's bid.*

Specifically, NV5 a sub-consultant was identified in the proposal as assisting the City in the development of the Grant application to DOT which the City was grateful for. However, 2 CFR 200.319(b) reads:

> "To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements."

The TRC determined that the risk was not worth pursuing as there were numerous capable technical proposals received and the City has a goal of completing this study timely so that we are positioned for the implementation grant applications due this coming spring.

The City has selected WSP USA Inc. (WSP), which also had the lowest cost, among the considered proposals, within the available grant funds awarded.

In the TRC's professional judgment, the proposal submitted by WSP includes the adequate resources to successfully complete all phases of the project.

The Department will proceed with preparing a Resolution and finalizing a contract with WSP for a not to exceed cost of *$236,390*. Capital Project P2517(1), Eco-Dev Traffic Safety Study, will be utilized for this project.

Note:

1. This is a DPW temporary assigned capital number. The resolution for this funding is being processed in parallel and a Capital Project Number utilized in Munis will be assign shortly.

KGA:kga

c: Patti Borne
Tyler Huffman
John McNally
Rocco Walsh
Steven Friedman
Conor Bogue
Christine Murphy

City of Long Beach

INTEROFFICE MEMO

To: Daniel Creighton, City Manager
Frank Dikranis, Corporation Counsel
Inna Reznik, City Comptroller

From: Kenneth Arnold, P.E. Department of Public Works *kga* 10/15/25

Subject: **Request for City Council Resolution – Replacement of Domestic Control Valves at the Water Purification Plant**

Date: October 15, 2025

Please prepare a resolution for the regularly scheduled November 5, 2025 City Council meeting for the above stated project.

The purpose of this project to replace the existing control valves at the Water Purification Plant which are at the end of their useful life and have been experiencing issues in recent years. To maintain operation of this critical facility for the City, the valves must be replaced in a staged manner.

On September 15, 2025, the City received five (5) bids for the referenced project. All bids submitted were evaluated and recommend awarding it to the lowest bidder, Bensin Contracting, Inc.

The bids received are as follows:

Bensin Contracting, Inc.
652 Union Ave
Holtsville, NY 11742 .....$189,000.00

R.J. Industries, Inc.....$197,000.00
Philip Ross Ind.....$218,000.00
A.C. Schultes, Inc.....$238,900.00
Bancker Construction.....$262,800.00

Bensin Contracting Inc has successfully completed several projects for the City in the past and is a qualified and responsible contractor.

Funding for this project is available from budget line:
H2023.53046 (Various Plant Improvements) $23,603.29
H2024.53046 (Various Plant Improvements) $100,000.00
H2025.53046 (Various Plant Improvements) $65,396.71

cc: Kerry Giovanniello, City Clerk
Steven Friedman, P.E., City Engineer
Charles Bernowich, Chief Plant Operator, Water Purification Plant

POLICE DEPARTMENT
COUNCIL RESOLUTION REQUEST

TO: **Daniel Creighton, City Manager**
Frank DiKranis, Corporation Counsel
Inna Resnick, City Comptroller

FROM: **Richard De Palma, Acting Commissioner of Police**

SUBJECT: **Resolution Request: Accept Long Beach Aware Grant**

DATE: **September 17, 2025**

This office respectfully requests that a City Council Resolution be prepared for Wednesday, November 5, 2025, to accept the Long Beach Aware, grant funding for the period of October 2024 – September 2025, in the amount of $ 18,800.

The Long Beach Aware grant is federally funded to support efforts in curtailing consumption of intoxicants by underage individuals. The goal of the Long Beach Aware grant is to reimburse the department for overtime expenditures.

Cc: Joe Lupo
Kerry Giovanniello

City of Long Beach
INTEROFFICE MEMO

To: Daniel Creighton, City Manager
Inna Reznik, City Comptroller
Francis Dikranis, Corporation Counsel
Rosemary Alton, Purchasing Agent

From: Richard DePalma, Acting Commissioner of Police

Subject: **Request for City Council Resolution- Microsoft Surface Tablets, Keyboards, and Covers**

Date: October 30, 2025

This office respectfully requests that a City Council Resolution be prepared for the Wednesday November 5th, 2025 agenda awarding the above referenced project to SHI. This Department seeks authorization to use Capital funds for this project.

The Department is submitting a request to purchase 73 new Microsoft Surface tablets and tablet keyboard covers for its members. These tablets will be used with the Police Department's new Records Management system, as well as replacing current vehicle tablets that are much more expensive and aging out. Since the new RMS system is a more modern, secure cloud-native system, it allows for use of more mobile technology on patrol and in the field, thereby providing the Department with greater efficiency and productivity.

SHI
300 Davidson Avenue
Somerset, NJ 08873
Tax ID#22-3009648

The City will piggyback on a New York State OGS IT Umbrella Contract Award #22802, Contract #PM69723 effective November 30, 2015 – November 29, 2025. SHI was awarded New York State Bid.

This project will be funded through a 2026 Capital Budget Line as follows:
H1026- 52333 PD- Technology Equip & Upgrades ($200,000.00) $196,196.99

RFQ - SKU-BASED FINANCIAL RESPONSE

RFQ Number	Authorized User Name	Contract Number	Manufacturer / Reseller Name	Date Completed	RFQ Total
124					

Please See Request for Quotes for all Authorized User requirements.

Lot this RFQ Applies to: ☐ **Lot 1 Software** ☑ **Lot 2 Hardware** ☐ **Lot 3 Cloud** ☐ **Lot 4 Implementation**

If the RFQ includes Lot 4 – Implementation, Bidder must, prior to submitting a response to the RFQ, either hold an award for Lot 4- Implementation, or be able to provide the services under the other Lots included in the RFQ.
QUOTES RECEIVED BY RFQ DUE DATE/TIME ARE BINDING AND NON-RETRACTABLE FOR 120 DAYS OR AS STIPULATED IN THE RFQ.

Instructions for When Contractor Has Been Identified by Authorized User

Authorized User will complete RFQ Number, Authorized User Name, Contract #, and Manufacturer Name on RFQ Info tab
Manufacturer / Reseller will complete Authorized Reseller Name on RFQ Info tab

Instructions for When Contractor Has Not Been Identified by Authorized User

Authorized User will complete RFQ Number, Authorized User Name, Lot Number
Manufacturer / Reseller will complete Authorized Reseller Name, Contract #, Manufacturer Name, Additional Product Discount %, and optional Additional Discount $$.

Instructions for When SKU's Have Been Identified by Authorized User

Authorized User will complete Lot Number, Product Description, Manufacturer Part Number (SKU), Net NYS Contract Price and Qty.
Manufacturer / Reseller will complete Contract Number, Manufacturer / Reseller Name, Additional Product Discount %, and optional Additional Discount $$.

Instructions for When Authorized User Requires Vendor to Provide Suggested SKU's

Manufacturer / Reseller will complete Contract Number, Manufacturer / Reseller Name, Lot Number, Product Description, Manufacturer Part Number (SKU), Net NYS Contract Price, Additional Product Discount %, Qty and optional Additional Discount $$ to meet a defined need as detailed in the Authorized User Request for Quote.

RFQ Item Number	Lot Number	Product Description	Manufacturer Part Number (SKU)	Net NYS Contract Price	Additional Product Discount %	RFQ Product Price	Qty	Optional Additional Discount $$	Extended RFQ Price
1	73	Surface PRO 10 5G 17/32/512 Platinum	EP2-14821						
2	73	Surface PRO 10/11 CFB 3YR TOTAL	F9W-00287						
3	73	Surface PRO Flex Keyboard with Slim Pen Black Keyboard Black	Y8U-00001						

After fully completing the information above, Manufacturer / Reseller will submit this RFQ Financial Response via e-mail with RFQ "Manufacturer / Reseller Information" to the Authorized User.

Additional contract information, including Not to Exceed Pricing, is available at the following web link:
http://ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM

CITY OF LONG BEACH
GENERAL TERMS & CONDITIONS

1. **APPLICABILITY** The terms and conditions set forth in this section entitled General Conditions are expressly incorporated in and applicable to the resulting procurement contracts let by the City of Long Beach where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **NO ARBITRATION** Disputes involving this procurement, the resulting contract, including the breach or alleged breach thereof, and any purchase orders issued hereunder may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

4. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Section 18 of the Charter of the City of Long Beach, other New York State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the City of Long Beach and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:
(A) Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the City of Long Beach. If not, such clarifications shall be considered last in the order of precedence under this paragraph.

(1) General Conditions.
(2) Bid Specifications.
(3) Bid Documents.
(4) Contractor's Bid.

6. **DEFINITIONS**

AWARD is the decision of the City to accept the Bid/Proposal of the lowest responsive, responsible Bidder/Contractor for the procurement included in these Bid Documents. An award letter will be issued by the City informing the Contractor that its bid was accepted.

BID DOCUMENTS Writings by the City setting forth the scope, terms, conditions and technical specifications for procurement. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions contained therein or incorporated by reference.

BID OR PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the City of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID SPECIFICATION A written description drafted by the City setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a

commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work.

CONTRACT The writing(s) which contain the agreement of the City and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT DOCUMENTS consist of the Contract or Purchase Order made between the City and the Bidder/Contractor (hereinafter the Agreement), General Conditions, Bid Specifications, Bid Documents, including among others the Notice to Bidders, Instructions to Bidders, any Schedule of Bid Prices, any Addendum to Bid Documents issued prior to execution of the Contract, Bidder's Qualification Statement, Bidder's Proposal (including non-collusive bidding statement), contract or purchase order(s) issued, Insurance and Indemnity Certification, Bid Bond(s) (where required), Performance Bond(s), Materials & Labor Bond(s) (where required), or Maintenance Bond (where required), any New York State Department of Labor Wage Rate Schedule(s) (for public work or building services as defined by Articles 8 and 9 of the New York State Labor Law), any additional Documentation required for contract execution, any supplemental agreements issued during the course of the Contract, and/or Modifications issued after execution of the Contract. A Modification is: (1) a written amendment to the Contract signed by both parties including but not limited to work change orders or changes to purchase orders.

COMPTROLLER Comptroller of the City of Long Beach.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the City.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable the City to properly test, install, operate and enjoy full use of the Product.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of the City (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology, including software.

PURCHASING AGENT Purchasing Agent of the City of **L**ong Beach or her authorized representative

PURCHASING DEPARTMENT shall mean the City of Long Beach, Purchasing Department.

PURCHASE ORDER The City's fiscal form or format that is used when making a purchase (e.g., Claim Form, formal written Purchase Order, electronic Purchase Order, or other authorized instrument).

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

CITY shall mean the City of Long Beach, Nassau County, New York.

CORPORATION COUNSEL City Attorney of the City of Long Beach.

CITY COUNCIL shall mean the council members duly elected by the residents of the City of Long Beach, Nassau County, New York.

BID SUBMISSION

7. **BID OPENING** Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. **BID SUBMISSION** All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

"**BID ENCLOSED** (bold print, all capitals)

- Bid Name
- Bid Number
- Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the City reserves the right to open the shipping package or envelope to determine the proper Bid number or Bid Name, and the date and time of Bid opening. Bidder shall have no claim against the City arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the City right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. **LATE BIDS** For purposes of Bid openings held and conducted by the Purchasing Agent, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified to the City of Long Beach, Purchasing Department, Room 509, One West Chester Street, Long Beach, New York 11561, at or before the date and time established in the Bid Specifications for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the City. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the City shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Purchasing Agent.

10. **BID CONTENTS** Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Purchasing Agent after the time specified for the Bid opening, may not be considered.

11. **EXTRANEOUS TERMS** Bids must conform to the

terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless the City expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

12. **CONFIDENTIAL/TRADE SECRET MATERIALS**
Contractor confidential trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Purchasing Agent to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

13. **RELEASE OF BID EVALUATION MATERIALS**
Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law.

14. **FREEDOM OF INFORMATION LAW** During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Purchasing Agent to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Purchasing Agent reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

15. **PREVAILING WAGE RATES** - **PUBLIC WORKS** AND BUILDING SERVICES CONTRACTS If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:
A. "Public Works" and "Building Services" - Definitions
i. **Public Works** Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The City, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.
ii. **Building Services** Labor Law Article 9 applies to Contracts for building service work over $1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the

transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

B. **Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

C. **Wage Rate Payments / Changes During Contract Term**. The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

D. **Public Posting and Certified Payroll Records** In compliance with Article 8, Section 220 of the New York State Labor Law:

i. **Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the City that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: (1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. **Records Retention** Contractors and Subcontractors must preserve such certified transcripts for a period of seven years from the date of completion of work on the awarded contract.

E. **Day's Labor** Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the New York State Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

16. APPRENTICESHIP TRAINING PROGRAMS PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

Any Bidder/Contractor entering into a Contract with the City for public work or building services, or any sub-contractor entering into a sub-contract with a Contractor who has a Contract with the City for public work or building services, shall submit verification that they have in-place or will participate in an apprenticeship training program appropriate for the type and nature of work to be performed which

have been registered with and approved by the New York State Commission of Labor, pursuant to §816-b of the New York State Labor Law, any provision contained in §103 of the General Municipal Law to the Bidder/Contractor notwithstanding.

A sub-contractor entitled to receive less than $20,000 from a Bidder/Contractor sub-contract is exempt from the requirement set forth herein.

17. **TAXES**

A. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

B**.** Purchases made by the City are exempt from New York State sales and excise taxes. These taxes are not to be included in Bids. This exemption does not, however, apply to tools, machinery, equipment or other property, sold or leased to the Contractor or a subcontractor, or to materials and supplies of a kind which will not be incorporated into the completed Product, and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property or on such unincorporated materials and supplies, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.

C. New York State Truck Mileage and Unemployment Insurance or Federal Social Security taxes remain the sole responsibility of the Bidder/Contractor, as no person, firm or corporation is exempt from paying them.

D. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than $100,000 in accordance with provisions of the law.

18. **PRODUCT REFERENCES**

A. **Trade Customs** There shall be no inferences to trade customs, terms, discounts or conditions on sale applicable, which are not specifically expressed in the specifications and proposals on which the award is based nor contrary to the State Finance Law.

B. **"Or Equal"** In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agent's decision as to acceptance of the Product as equal shall be final.

C. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

19. **REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

20. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

21. PRICING

A. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall

govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

B. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

C. **"No Charge" Bid** When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

D. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

E. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the City.

F. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Purchasing Agent, shall be immediately reduced to the lower price. Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

(i) GSA Changes: Where City Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or

(ii) Commercial Price List Reductions: Where City Net Prices are based on a discount from Contractor's list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion.

G. **Best and Final Prices** As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order award for best and final pricing for the Product or service to be delivered to the City. Contractors are encouraged to reduce their pricing upon receipt of such request.

22. DRAWINGS

A. **Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the City, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

i. Standard Practices In performing the services required under the Bid Specifications/Contract, the Bidder/Contractor shall follow and adhere to the following standard City practices. The following practices may be supplemented or modified, in writing, by the City.

a. All work shall be in charge of an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York, and experienced in the type of work to be performed for the City.

b. Any and all reports shall be of 8½" x 11" format with the 11" dimension being the vertical size. Cover and binding shall be as specified by the City. Oversize exhibits (if required) shall be foldouts or shall be contained within a "Pocket" bound into the report.

c. Any specifications shall: (i) Be of 8½" x 11" format; (ii) Be printed, and color coded, in accordance with standard City practice; (d) Have a cover with content and format which shall conform to current City practices.

d. The word "plans" shall be synonymous with the words "drawings". Any plans shall: (i) Have a title sheet conforming to current City practice; (ii) Be signed and sealed by an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York on the title sheet; (iii) Be ink on mylar, or be an accurate photographic

mylar reproduction of any work originally done in pencil; (iv) Be of the following size:
(a) 8½" x 11", or fold-out multiples thereof, if to be bound into the specifications book, subject to approval by the City.
(b) A minimum of 22" x 36" to a maximum of 36" x 48" to be approved by the City.
(c) CADD generated drawings shall be plotted on mylar reproducibles, and the CADD files shall be additionally provided to the City on disc in a format acceptable to the City.

e. Notwithstanding any of these provisions, the Bidder/Contractor shall, in all cases, conform to any special requirements of other government agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like.

B. **Ownership of Documents** All completed original tracings and the original master specification sheets shall constitute the property of the City but may, during the course of the performance of the work required by the Bid Specification/Contract, remain in custody of the Contractor unless otherwise directed by the City. In the event of any revisions in specifications or original drawings, the Contractor shall submit two revised copies to the City.

C. **Surrender of Documents** Upon termination or completion of the Contract, the Contractor shall surrender, within fifteen (15) days to the City (as applicable), all data, reports, maps, surveys, material specifications, contacts, budgets, salary schedules, time records, plans, tracings, sketches, charts, photographs and exhibits prepared, developed or kept in connection with or as a part of this project. This section does not apply to any records or documents pertaining to the operation of the Contractor's business. The Contractor may retain in its possession copies of those records or documents, which it considers necessary for proof of performance.

D. **Drawings Submitted During the Contract Term** Where the Contract require the Contractor to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the City's representative and shall be in accordance with the requirements set forth in Section 22(A).

E. **Accuracy of Drawings Submitted** All drawings shall be neat and of professional quality and technical accuracy. The drawings shall coordinate all designs, drawings, specifications and other services furnished by the Bidder/Contractor under the Bid Specifications/Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services, unless otherwise agreed upon by the City. Neither the City's review, approval or acceptance of, nor payment for, the drawings under this contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or breach of contract of any of the services furnished under the Contract. The rights and remedies of the City provided for in the Contract are in addition to any other rights and remedies provided by law.

F. **Claims** In the event that any claim is made or any action brought in any way relating to the plans and specifications drawn by the Contractor, the Contractor will diligently render to the City any and all assistance, which the City may require of the Contractor at the Contractor's sole cost and expense. None of the above shall be deemed in any way a waiver of the Contractor's responsibility for the information provided by his (its) drawings, specifications and work.

23. <u>LABORATORY WORK</u> If any portion of work being Bid is subject to laboratory testing, the following shall apply:

A. Any and all testing work required under this Contract shall be subject to the approval of the City prior to undertaking any such testing program.

B. The City will determine if it is in the best interests of the City to use the facilities of private testing laboratories or those of public agencies such as the Nassau County Department of Public Works, or a combination of both.

C. The Contractor shall review the testing results and shall state, in writing, that they are acceptable or unacceptable.

D. If private testing laboratories are used, the Contractor shall process the claims for payment and

shall submit its certification that the amount of the claim is reasonable and proper.

24. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

25. SAMPLES

A. **Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

B. **Bidder Supplied Samples** The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Purchasing Agent during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (*i.e.,* mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

C. **Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Purchasing Agent may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

D. **Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the City) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the City the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the City may reject the Bid. If an award has been made, the City may cancel the Contract at the expense of the Contractor.

E. **Testing** All samples are subject to tests in the manner and place designated by the City, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

SAMPLES MUST BE SUBMITTED IN STRICT ACCORDANCE WITH THIS SECTION. THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID FOR FAILURE TO COMPLY WITH THIS SECTION.

BID EVALUATION

26. BID EVALUATION The City reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the City determines the best interests of the City will be served. The City, in its sole discretion, may accept or reject illegible, incomplete or vague Bids and its decision shall be

final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

27. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

28. CLARIFICATIONS / REVISIONS Prior to award, the City reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

29. EQUIVALENT OR IDENTICAL BIDS In the event that two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Purchasing Agent to award a Contract to one or more of such Bidders shall be final.

30. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Purchasing Agent may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (*e.g., net 30 days*), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except as otherwise permitted by law, may render the Bid non-responsive and may be cause for its rejection.

31. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. If the Purchasing Agent determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Purchasing Agent may reject such Bid or terminate the Contract.

32. QUANTITY CHANGES PRIOR TO AWARD The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

33. TIMEFRAME FOR OFFERS The City reserves the right to make awards within forty-five (45) days after opening of Bids, during which period, Bids must remain firm and cannot be withdrawn. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the City, be accepted or rejected.

TERMS & CONDITIONS

34. CONTRACT CREATION / EXECUTION Subject to Award and upon receipt of all required approvals as set forth in the Bid Specifications, a Contract shall be deemed executed and created with the successful Bidder(s), upon receipt of: (A) a fully executed Contract; or (B) a Purchase Order authorized by the Purchasing Agent.

35. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by and between the City and the Contractor under this Contract. The Contract may only be modified or amended upon mutual written agreement of the City and Contractor.

The Contractor may, however, offer more

advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the City by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the City than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against the City unless authorized by the Purchasing Agent. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding the City's subsequent acceptance of Product, or that the City has subsequently processed such document for approval or payment.

36. SCOPE CHANGES The City reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The City may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

37. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. The City will neither be compelled to order any quantities of any item nor will it be limited to the quantity indicated for any item. The quantity to be ordered will be such as may actually be required, as determined by the City. ***The City retains the absolute right to reject any Bid which expressly imposes a minimum order quantity or minimum dollar amount.*** Purchases by the City from Contracts for services and technology are voluntary.

38. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by the City, or it determines that an emergency exists requiring the prompt and immediate delivery of Product, the City reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the City in its sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph.

39. PURCHASE ORDERS Unless otherwise authorized in writing by the Purchasing Agent, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the City. Unless terminated or cancelled pursuant to the authority vested in the City, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Award.

All Purchase Orders issued pursuant to Contracts let by the Purchasing Agent must bear the appropriate Contract number. As deemed necessary, the City may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The City reserves the right to require any other information from the Contractor which the City deems necessary in order to complete any Purchase Order placed under the Contract. Should the City add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within *five business days* of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the City, or fulfill the Purchase Order. Notwithstanding the above, the City reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

40. PRODUCT DELIVERY Delivery must be made as ordered to the address specified in a schedule of locations as indicated on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise specified in the Bid Documents/Bid Specifications, delivery shall be made within ***thirty calendar days*** after receipt of a Purchase Order by the Contractor.

The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the City. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the City's discretion, the Contract.
The City further reserves the absolute right to authorize the immediate purchase of the Product from other sources. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, may be deducted from the Contract quantities without penalty or liability to the City. The Contractor shall promptly reimburse the City for any excess cost incurred in replacing all or part of the Products which are the subject of the delay. The Contractor shall have no claim against the City for the difference in cost where the cost of the purchase is less than that provided in the Contract.

41. **WEEKEND AND HOLIDAY DELIVERIES** Unless otherwise specified in the Bid Specifications or by the City, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the City). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the City where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the City shall govern.

42. SHIPPING/RECEIPT OF PRODUCT
A. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the City unless otherwise specified in the Contract documents.
B. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the City or its designated location listed in the Contract or Purchase Order. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the City's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.
C. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the City. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

43. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the City until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by City personnel of the delivery or receipt of goods (*e.g., signed bill of lading*) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

44. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the City. If shrinkage occurs which exceeds that normally allowable in the trade, the City shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the City.

45. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Purchasing Agent to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the City. Unless otherwise specified, any

substitution of Product prior to the Purchasing Agent's written approval may be cause for cancellation of Contract.

46. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the City within ten calendar days of notification of rejection by the City. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the City shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the City for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

47. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents.

If any alteration, dismantling or excavation, etc. is required to effect installation:

A. The Contractor shall promptly restore the structure or site following alteration, dismantling or excavation, etc. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.
B. Work shall be performed to cause the least inconvenience to the City and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors.
C. The Contractor shall be responsible for daily clean-up of all wastes of every kind arising from all activity at the work site, including but not limited to dust, refuse, rubbish garbage, scrap metal, construction debris and packaging material, etc., so that the work site shall present a safe, neat, orderly and workmanlike appearance at all times.
D. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed in accordance with all Federal, State and Local Laws and Regulations governing the disposal of materials, debris, rubbish and trash on or off the site. Each Contractor shall provide applicable certifications and affidavits of proper disposals as requested by the City. Burying or burning of any material will not be permitted.
E. The Contractor shall further be responsible for the removal and legal disposal of any other type of waste material resulting from this contract as well as for any and all costs associated with such proper and legal disposal of these materials. No separate payment will be made for this disposal. Any costs thereof shall be included within the unit price costs for the Contract Items.

48. REPAIRED OR REPLACED PARTS / COMPONENTS
Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the City. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the City. The part or component shall be equal to or of better quality than the original part or component being replaced.

49. ON-SITE STORAGE With the written approval of the City, materials, equipment or supplies may be stored at the Site at the Contractor's sole risk.

50. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, sub-contractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the City. The City

reserves the right to conduct a security background check or otherwise approve any employee, sub-contractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with City's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The City reserves the right to reject and/or bar from the facility for cause any employee, sub-contractor, or agents of the Contractor.

51. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the City. Failure to obtain consent to assignment from the City shall revoke and annul such Contract. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the City and seek written agreement from the City. The City reserves the right to reject any proposed assignee in his/her discretion.

52. SUBCONTRACTORS AND SUPPLIERS The Contractor shall advise the City, in writing, as to the name and address of the proposed sub-contractor and the exact scope of the work the sub-contractor will perform. The Contractor shall not sub-contract with the sub-contractor until the City has given written approval of the sub-contractor and the work to be performed. All work by sub-contractors shall be performed at no additional cost to the City except as herein elsewhere stated in the Contract. All sub-contractors shall be required to furnish the City with proof of insurance in the same manner and the amounts as required by the Contractor. All sub-contractors shall be required to comply with the applicable terms and conditions of the Contract.

The City reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the New York State Department of Labor's list of companies with which New York State cannot do business; the City determines that the company is not qualified; the City determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

53. PERFORMANCE / BID BOND The City reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by Corporation Counsel of the City of Long Beach. Failure of the Contractor to furnish said surety within ten days from the date of request shall be sufficient cause to terminate the Contract and cancel a pending Purchase Order(s).

54. SUSPENSION OF WORK The City, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the City. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on City spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the City issues a formal written notice authorizing a resumption of performance under the Contract.

55. TERMINATION

A. **By written notice:** This Contract may be terminated at any time by the City upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. The City will be responsible for payment of any portion of the Services completed prior to termination of the Contract and satisfactory to the City Comptroller. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. Contractor shall use due diligence and provide any outstanding deliverables.

B. **For Violation of the Sections 139-j and 139-k of the State Finance Law**: The City reserves the

absolute right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

C. **For Violation of Revised Tax Law 5a:** The City reserves the absolute right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Contractor.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of the Contract, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the City to assist the City in transitioning the Contractor's responsibilities under the Contract.

E. **Accounting Upon Termination**. Within thirty (30) days of the termination of the Contract, the Contractor shall provide the City with a complete accounting up to the date of termination of all monies received from the City, and shall immediately refund to the City any unexpended balance remaining as of the time of termination.

F**. Reimbursement Upon Termination**. Payment to the Contractor following termination shall not exceed authorized expenditures made prior to termination, and may be suspended by the City pending the Contractor's reasonable compliance with the terms and provisions of (D) and (E) above.

56. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the City in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the City with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the City shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the City to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the City where the delay or failure will significantly impair the value of the Contract to the City, the City may:

A. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to the City with respect to Product subjected to allocation; and/or

B. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the City; or

C. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the City reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

57. CONTRACT BILLINGS

A. Contractor and the distributors/resellers designated by the Contractor, if any, shall provide

complete and accurate billing invoices to the City in order to receive payment. None of the Contract amount shall be paid by the City except pursuant to timely filed claim forms containing documentation of the costs claimed following completion of all or a portion of the Product or services performed, all in form and substance satisfactory to the City.

i. **Claim Forms, Claim Form Review and Approval.** Payments shall be made to the Contractor in arrears and shall be expressly contingent upon: (a) the Contractor submitting a claim form (the "Claim Form") in a form provided by the City, that (i) states with reasonable specificity the Product or services provided and the payment requested as consideration for such Product or services; (ii) certifies that the sum sought is just, true and correct; that no part thereof has been paid except as stated, and that the balance is actually due and owing and that taxes from which the City is exempt are excluded; and (iii) is accompanied by documentation satisfactory to the City supporting the amount claimed, and review, approval and audit of the Claim Form by the City.

ii. **Timing of Payment Claims**. The Contractor shall submit claims no more frequently than once a month and no later than three (3) months following the City's receipt of the Product or services performed that are the subject of the claim. Any claims submitted in violation of this Section 57 shall not be due and payable by the City.

iii. **No Duplication of Payments**. Payments for the Product shall not duplicate payments for any work performed or to be performed under any other agreements made between the Contractor and any funding source including the City.

iv. **Release** The acceptance by the Contractor or any person claiming under the Contractor of any payment made on the final payment claim under this Contract shall operate on and shall be a release to the City from all claims and liability to the Contractor, its successors, legal representatives and assigns, for any compensation or reimbursement for services rendered or work performed under or by the provisions of this Contract.

B. The Comptroller shall render payment for City purchases, and such payment shall be made in accordance with ordinary City procedures and practices.

C. Submission of a Claim Form and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

D. Contractor shall provide, upon request of the Purchasing Agent or the Comptroller, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Purchasing Agent or Comptroller and in a media commercially available from the Contractor.

58. <u>REMEDIES FOR BREACH</u> It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

A. **Cover/Substitute Performance** In the event of Contractor's material breach, the Purchasing Agent may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Purchasing Agent is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Purchasing Agent may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent or Comptroller, be deducted from the Contract quantity and payments due Contractor.

B. **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the City. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

C. **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the City promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the City in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

D. **Substitute Equipment** Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the City may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the City promptly by the Contractor or deducted by the City

from payments due or to become due the Contractor on the same or another transaction.
E. **Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by the City from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the City the amount of such claim or portion of the claim still outstanding, on demand. The City reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

59. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide the City with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the City.

60. **INDEPENDENT CONTRACTOR** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, not claim to be, an officer or employee of the City by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to, Workmen's Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit. The Contractor shall not engage, on a full time or part-time or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or City except regularly retired employees, without the consent of the public employer of such person.

61. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third-party, including but not limited to other Contractors or Subcontractors of the City, as necessary to ensure delivery of Product or coordination of performance of services.

62. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to the City. Contractor hereby warrants and represents:

A. **Product Performance** Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.
B. **Title and Ownership Warranty** Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to the City under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the City for any loss, damages or actions arising from a breach of said warranty without limitation.
C. **Contractor Compliance** Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the City that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation and/or disability benefits, and shall provide such proof as required by the City. Failure to do so may constitute grounds for the City to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the City.
D. **Product Warranty** Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has

been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the City. Contractor shall extend the Project warranty period for individual component(s), or for the Product as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the City and pass through the manufacturer's standard commercial warranty to the City at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third-party extended warranty after expiration of the Project warranty and extended warranty period(s).

E. **Replacement Parts Warranty** If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the City shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the City and guaranteed for the greater of: (i) the warranty period under paragraph (D) above; or (ii) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

F. **Virus Warranty** The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

G. **Date/Time Warranty** Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: (i) ninety (90) days or (ii) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

H. **Workmanship Warranty** Contractor warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that

services will be provided in a workmanlike manner in accordance with industry standards.
I. **Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.

63. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Purchasing Agent. Failure to comply or failure to provide proof may constitute grounds for the Purchasing Agent to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent. Contractor also agrees to disclose information and provide affirmations and certifications to comply with the New York State Finance Law.

64. COMPLIANCE WITH SECTIONS 139a AND 139b OF THE NEW YORK STATE FINANCE LAW
The Contractor hereby agrees to the provisions of Sections 139a and 139b of the New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, head of a Municipal Department or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or Contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.
A. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with the City or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and
B. Any and all Contracts made with the City or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing, by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

65. **EQUAL EMPLOYMENT OPPORTUNITY**
In accordance with the provisions of Section 220-E of the Labor Law, the Bidder agrees as follows:
A. The Contractor shall comply with all Federal, State and local statutory and constitutional anti-discrimination provisions.
B. That in the hiring of employees for the performance under this Contract or any sub-contract hereunder, no Contractor, sub-contractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, sex, age, disability, marital status, or military status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates under this Contract;
C. That the City may deduct from the amount payable to the Contractor under this Contract a penalty of up to fifty dollars ($50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
D. That this Contract may be cancelled or terminated by the City, and all monies due, or to become due, hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the Contract.
E. The Contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law are complied with. The Contractor will also comply with all findings and requests of the State Division of Human Rights.

66. INSURANCE The Contractor agrees to procure and maintain (A) Workers Compensation Insurance as required by the Laws of the State of New York, or proof that Contractor is not required to secure same, as evidenced by certificates or affidavits approved by

the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2); (B) Disability benefits insurance or proof that the Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law 220 (2); (C) Commercial General Liability Insurance (with completed operations, plus X.C.U. when applicable) with a minimum combined single limit (bodily injury/property damage) of Two Million Dollars ($2,000,000); and (d) Automobile Liability Insurance in the amount specified on the City of Long Beach Insurance Certificate.

Said policies identified in subparagraphs (C) and (D) shall contain assurance of the existence of contractual coverage defending, indemnifying, and holding harmless the City, and its employees, agents, and representatives from any and all loss and/or damage arising out of the performance of this Contract, and shall name the Indemnitees as additional insureds thereunder.

The Contractor's Additional Insurance shall be primary and fully exhausted in all circumstances prior to the City's own insurance being utilized. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (and its employees, agents, and except, however, that the Contractor shall not be held liable for an occurrence that results solely from the negligence of the City).

The above insurance is to be with New York State admitted insurance carriers holding an "A" rating from AM Best Company or its equivalent. The Contractor is required to give the City thirty (30) days advance written notice of termination, expiration or cancellation of any insurance coverage required hereunder.

67. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor:

(i) shall be solely responsible for and shall indemnify and hold harmless the: City and its officers, employees, agents and servants (the "Indemnified Parties") from and against any and all liabilities, all claims, suits, actions, damages and costs, expenses of every name and description (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or any of its officers, directors, employees, servants, agents or independent contractors taken pursuant to or authorized by the performance of this Contract ("Contractor Agents") or from any defective condition of the materials furnished it or supplied or contemplated to be furnished or supplied under this Contract regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that the Contractor shall not be held liable when an occurrence results solely from the negligence of the City;

(ii) shall, upon the City's demand and at the City's direction, promptly and diligently defend, at the Contractor's sole own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith; and

(iii) shall, and shall cause the Contractor Agents to, cooperate with the City in connection with the investigation, defense or prosecution of any action, suit or proceeding arising out of or in connection with this Contract.

(B) The obligations of the Contractor pursuant to Section 67(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Contract.

(C) Nothing in this Section 65 or elsewhere in this Contract shall create or give to third parties any claim or right of action against the City beyond that which legally exist regardless of the provisions of this Contract.

(D) The provisions of this Section shall survive the termination of this Contract.

68. EXECUTORY UNDERSTANDING Notwithstanding any other provision of this procurement or the resulting Contract or Purchase Order, the City shall have no liability to any Person beyond funds appropriated or otherwise lawfully available for this Contract; and unless (A) all relevant and required City approvals have been obtained, including, if required, approval by the City Council, and (B) the Contract or Purchase Order has been executed by an authorized representative of the City of Long Beach.

Cover Page - Request for Quote

TO BE COMPLETED BY AUTHORIZED USER

RFQ Title **PD Tablets & Accessories** **RFQ Number** 124

Authorized User Information:
City of Long Beach
1 West Chester Street
Long Beach, NY 11561

Authorized User Delivery Information:
Name Long Beach Police Department
Street Address 1 West Chester Street
City, State, Zip Code Long Beach, NY 11561

Purchasing on Behalf of: City of Long Beach

Special Delivery Instructions: All Deliveries F.O.B. City of Long Beach and include delivery within doors

DESIGNATED CONTACTS

Rosemary Alton, Purchasing Agent	ralton@longbeachny.gov; purchasing@longbeachny.gov

Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect: ☐ **Yes** ☒ **No**
Where Procurement Lobbying Law is deemed applicable by the Authorized User, by signing, Vendor affirms that it understands and agrees to comply with the Authorized User's policies and procedures relative to permissible contacts. Information may be accessed at: Procurement Lobbying: http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html)

RFQ LOTS

This RFQ is for Products from the following checked Lots as defined in Award # 22802 – Information Technology Umbrella Contract – Manufacturer Based (Statewide):

☐ **Lot 1 – Software** ☒ **Lot 2 – Hardware** ☐ **Lot 4 – Implementation***

The Authorized User named above is seeking competitive quotes from the Contractor (Manufacturer) and their Resellers (where applicable) of Information Technology Umbrella Contract – Manufacturer Based Contract(s) for the above-referenced Products, collectively referred to as the Bidders.

*If the RFQ includes Lot 4 – Implementation, Bidder must be authorized to respond in one of the below scenarios, prior to submitting a response to the RFQ,:

- hold an award for Lot 4 - Implementation
- is an Authorized Reseller under a Contractor who holds an award for Lot 4 - Implementation
- hold an award for other Lots included in the RFQ, which contain the services requested
- is an Authorized Reseller under a Contractor who holds an award for other Lots included in the RFQ, which contain the services requested

QUESTION SESSIONS AND OTHER EVENTS

Event	Date	Time
RFQ Release Date	September 30, 2025	N/A
Questions Due	N/A	N/A
Vendor Response Due Date	October 16, 2025	12 Noon EST

IS THE RFQ BIDDER POOL LIMITED TO M/WBE, SB, AND SDVOB VENDORS: ☐ Yes ☒ No

BASIS FOR AWARD
☒ Lowest Price Meeting Specified Technical Requirements
☐ Lowest Price Meeting Specified Technical Requirements **and** Mandatory Pass/Fail Requirements
☐ Best Value with Technical and Financial Score

E-RATE ELIGIBLE ☐ Yes (E-Rate Discounts are Required) _____% ☐ No

AUTHORIZED USER TYPE ☒ This Authorized User is defined as "State Agency" or "State Government" in Section 1.1.1 of the Solicitation

ATTACHMENTS
- RFQ Financial Response (Excel)

The Authorized User will not be held liable for any cost incurred by the Bidders for work performed in the preparation of a response to this RFQ or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the RFQ must be received by the deadline specified above. Bidders assume all risks for timely, properly submitted deliveries. A Bidder is strongly encouraged to arrange for delivery of RFQ responses prior to the date of the RFQ opening. LATE RFQ responses may be rejected. The received time of a RFQ response will be determined by the Authorized User.

A. SCOPE/MANDATORY REQUIREMENTS

This RFQ is being distributed to the Contractor and Resellers (where applicable) to acquire the following:

[DESCRIBE NEED]

B. STATEMENT OF WORK

[DESCRIBE STATEMENT OF WORK]

C. AUTHORIZED USER TERMS AND CONDITIONS

[DESCRIBE AUTHORIZED USER TERMS AND CONDITIONS]

D. QUESTIONS / DEVIATIONS

All questions shall be submitted in writing using "RFQ QUESTION/DEVIATION ATTACHMENT" citing the particular document name and document section. The questions shall be emailed to the Designated Contact E-Mail Address indicated on the Cover Page of this RFQ.

Bidders are strongly encouraged to submit questions as early as possible. However, all questions must be submitted by the Question due date and time listed on the Cover Page of this RFQ. Answers to all questions of a substantive nature shall be provided, in the form of a question and answer document, to all Bidders who received this RFQ.

E. DOWNSTREAM PROHIBITION

[DESCRIBE ANY DOWNSTREAM PROHIBITION RESTRICTIONS HERE]

F. AUTHORIZED USER DISPUTE RESOLUTION PROCESS

Should a dispute or protest arise regarding this RFQ, the dispute or protest will be considered and decided by the Authorized User.

1.1 Disputes or Controversies Occurring During the Term of the Authorized User Agreement.

In the event there is a dispute or controversy during the term of the Authorized User Agreement resulting from this RFQ, the Vendor and Authorized User agree to exercise their best efforts to resolve the dispute as soon as possible. The Vendor and Authorized User shall, without delay, continue to perform their respective obligations under the resulting Authorized User Agreement and this Centralized Contract which are not affected by the dispute. Primary responsibility for resolving any dispute arising under the Authorized User Agreement shall rest with the persons designated by the Authorized User and the Contract's Contract Administrator and/or Account Manager.

In the event the Authorized User is dissatisfied with the Vendor's Products provided under the Authorized User Agreement, the Authorized User shall notify the Vendor in writing pursuant to the terms of the Contract. In the event the Vendor has any disputes with the Authorized User, the Vendor shall so notify the Authorized User in writing. If either party notifies the other of such dispute or controversy, the other party shall then make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result.

If negotiation between such persons fails to resolve any such dispute to the satisfaction of the parties within fourteen (14) business days or as otherwise agreed to by the Vendor and Authorized User, of such notice, then the matter shall be submitted to the persons designated by the Authorized User and the Vendor's senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next fourteen (14) business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, nothing in this section shall be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.

The Vendor shall extend the dispute resolution period for so long as the Authorized User continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors' intellectual property rights.

Manufacturer / Authorized Reseller Information

This Page is to be Completed By the Manufacturer or Authorized Reseller Responding to the RFQ		
The RFQ Response must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFQ (including any Questions/Answers or addenda), the OGS Centralized Contract and that all information provided is complete, true and accurate. Quotes received by RFQ due date/time are binding and non-retractable for 120 days or as stipulated in the RFQ.		
Contract #	**Manufacturer Name**	**Authorized Reseller Name**
PM		
Manufacturer or Reseller Signature: *Date:*		*Phone Number:* *E-Mail:*
Printed or Typed Name:		*Title:*
If you are not providing a RFQ Response: place an "x" in the box, please clarify why you are not responding, and return this page only. ☐ WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE:		

After fully completing the information above, please submit this page via e-mail with "RFQ Financial Response" (Excel) to the Authorized User indicated on the Cover Page. Authorized User reserves the right to request the original executed page of this RFQ.

NEW YORK STATE | Department of Agriculture and Markets

KATHY HOCHUL
Governor

RICHARD A. BALL
Commissioner

May 1st, 2025

City of Long Beach
C O Sophia Ohrynowicz
770 Park Place
Long Beach, NY 11561

To Ms. Ohrynowicz,

I am pleased to inform you that the New York State Department of Agriculture and Markets has approved your grant application for the New York State Companion Animal Capital Fund Grant Program (RFP342). We are awarding you the sum of $225,000.00 for your project.

The New York State Companion Animal Capital Projects fund was created to help animal shelters make infrastructural improvements that better the daily lives of the dogs and cats in their care. Your project was selected because we believe it aligns with this mission and the proposal criteria.

Your contract will be developed by the Department via the Statewide Financial System (SFS). You will be notified via e-mail when your contract is ready for your review and signature. Please note: Contract expenditures that occur prior to the approval of the contract by the State Comptroller will not be reimbursed. Therefore, we advise that you do not incur any expenditures for which state reimbursement will be sought until the contract is approved and executed.

We are delighted with your participation in this program and look forward to working with you and seeing your project progress.

Sincerely,

Richard A Ball
Commissioner

WBE CERTIFIED
Premier
Mechanical Services
Engineering a new dynamic.
1493 Church Street
Holbrook, NY 11741
TEL: (631) 956-1112
FAX: (631) 956-1113

Service Proposal

Number 1

PHONE	DATE
	October 31, 2025
JOB NAME	
Long Beach Recreation Center	
Long Beach Rec Center MAU Replacement	
LOCATION	JOB PHONE
Long Beach, NY	

TO: City of Long Beach
1 West Chester Street
Long Beach, NY 11561
Attn: Steve Friedman

We hereby agree to perform the work specified below:

Provide all labor, equipment and materials to replace (1) existing 20,000 CFM gas fired make up air unit serving the pool for ventilation purposes. The new unit will be replaced with Captive Air CAH 25. All rigging, electrical, mechanical and removals are included.

Provide (1) 20,000 CFM Unit	$103,700.00
Grand Total	$103,700.00

WE AGREE hereby to perform the work specified above at this price:		**$**
Date	PREVIOUS CONTRACT AMOUNT	**$**
AUTHORIZED SIGNATURE (CONTRACTOR)	REVISED CONTRACT TOTAL	**$**

ACCEPTED-The above prices and specifications of this Service Proposal are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

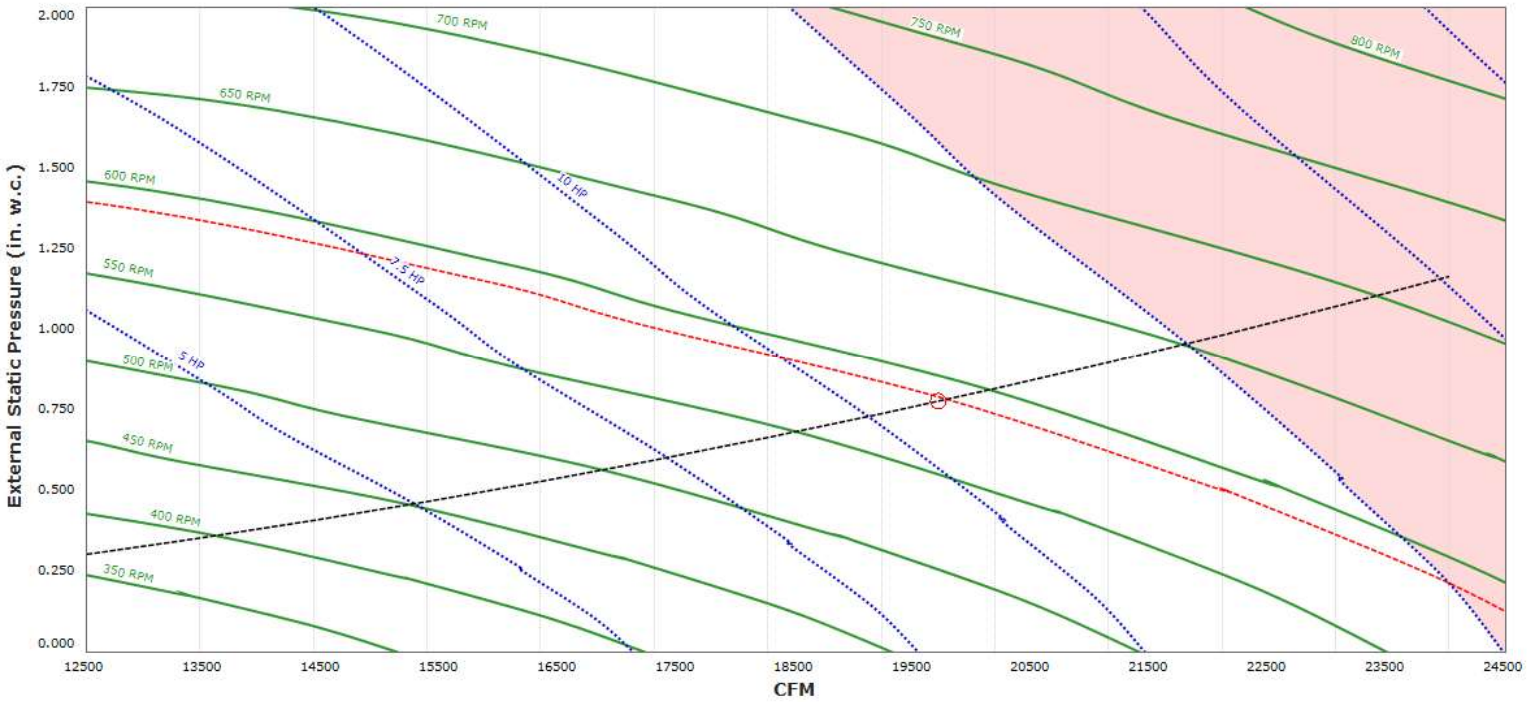
Signature _____

Job Name: H&V Units

Date: October 30, 2025 4:11 PM

CAH 25 (#2) Weight: 2477 lbs./313 curb

Horizontal Industrial Heater with a 42" burner and a 25" blower.



SUPPLY MOTOR

Model DTP0154 • 15.000 HP, 3 Phs, 208 V, 60 Hz, 40.3 FLA, ODP, Premium (E-Plus3) Eff.

BLOWER

BLOWER 25" - Enamel Finish, pillow block bearing, 10000-25000 CFM, 40 MAX BHP, 2-3/16" x 54 1/2" Shaft, 900 MAX RPM, used in heated and non-heated supply fans

BURNER

Min Output BTU:	64,166 BTU/Hr
Max Output BTU:	1,995,500 BTU/Hr
Size:	42" long
Gas Type:	Natural

TEMPERATURE CONTROL

0-150°F Industrial Discharge Temp Control • Heating Activation Based On Either Intake or Space Set Point • Manual Blower Mode. Includes Remote HMI. Use with MUA.

INTAKE

- Standard Intake Hood Outdoor - 76.25" Width X 69.50" Length X 46.75" Height With 2" EZ Filter Max CFM = 25000

SUPPLY PERFORMANCE

Volume:	20000 CFM	RPM:	589
Tip Speed:	3855 ft/min	BHP:	11.0670
Static Pressure:	0.777" w.g. (0.500" Ext. + 0.098" Int. + 0.179" Opt.)		
Altitude:	0 ft		

AIRFLOW DIRECTION

- Down Discharge - Air Flow Left -> Right

FILTERS

- 3x MV EZ Kleen Metal Mesh Filter. 16"x 25"x 2" Used for heater and supply fan intakes. (9153)
- 9x MV EZ Kleen Metal Mesh Filter. 20"x 25"x 2" Used for heater and supply fan intakes. (3416)

CURB & SUPPORTS

HEATING SCHEDULE

Altitude:	0 ft
Winter Outdoor Air Dry Bulb Temp:	20.0°F
Temp Rise:	85.0°F
Output BTU:	1,836,000 BTU/Hr
Input BTU:	1,995,652 BTU/Hr
Based Off:	BTUs Standard Air Density
Gas Type:	Natural

SUPPLY INSTALLATION INFORMATION

Gas Pressure:	1 lb. - 5 lb.
Insurance Requirements:	No Insurance Requirement (ANSI)
Unit Voltage:	3 phs 208 V 60Hz
Unit Main Input:	52.7 Amps MCA • 90 Amps MOP • 208 V • 6 AWG Wire Min.
SCCR:	65 kAmp

- 74" W X 95" L X 24" H, used with size 3 Industrial Horizontal units with 22" & 25" blowers

CONFIGURED OPTIONS

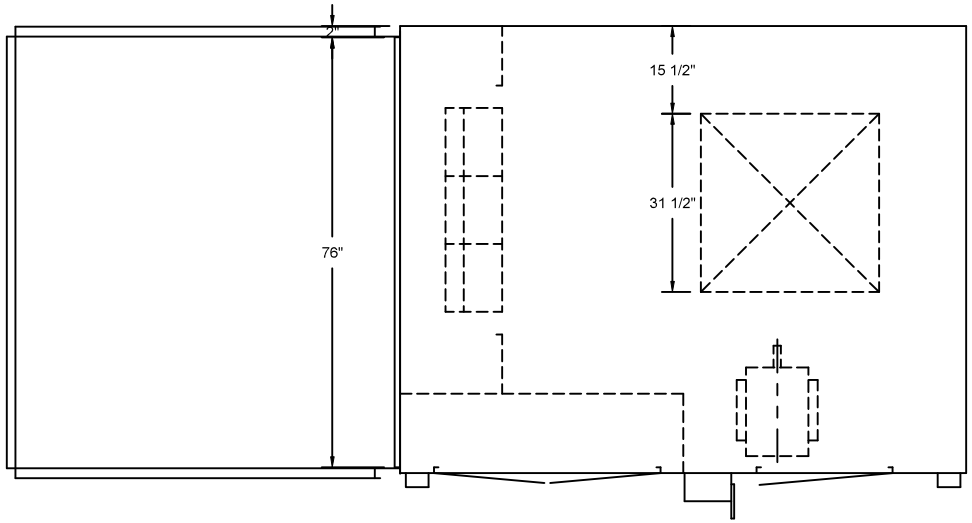
- Gas Pressure Gauge, 0-15PSI, 2.5" Diameter, 1/4" Thread Size
- Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size
- Ship Loose Gas Strainer. To be installed upstream of unit connection. 1" Connection
- Low Fire Start. Allows the burner circuit to energize when the modulation control is in a low fire position.
- Freezestat
- Option for 2nd high temperature limit switch for single blower industrials
- Internal Down Discharge Damper for size 3 industrial horizontal units with 25" inch blowers. Includes actuator.
- Down Discharge Construction Size 3 Horizontal Industrial With 25" Blowers Left to Right Discharge
- Occupied Scheduling Defaulted for IBT/RTU.
- Size 3 Horizontal Heater VAV Profile and Wiring Package w/ Manual Control PCB
- Supply Variable Frequency Drive - 15 HP Max., 200/240 V, Three Phase, 42.0 A Max., NEMA 1 Enclosure PART NEEDS PROGRAMMING (replaced by i55AP311C0030ACBSS)
- VFD factory mounted and wired on industrial unit control panel.
- Industrial GM - BTU 1650000 - 2199999 - 1 lb. - 5 lb., No Insurance Requirement (ANSI), BV250-88

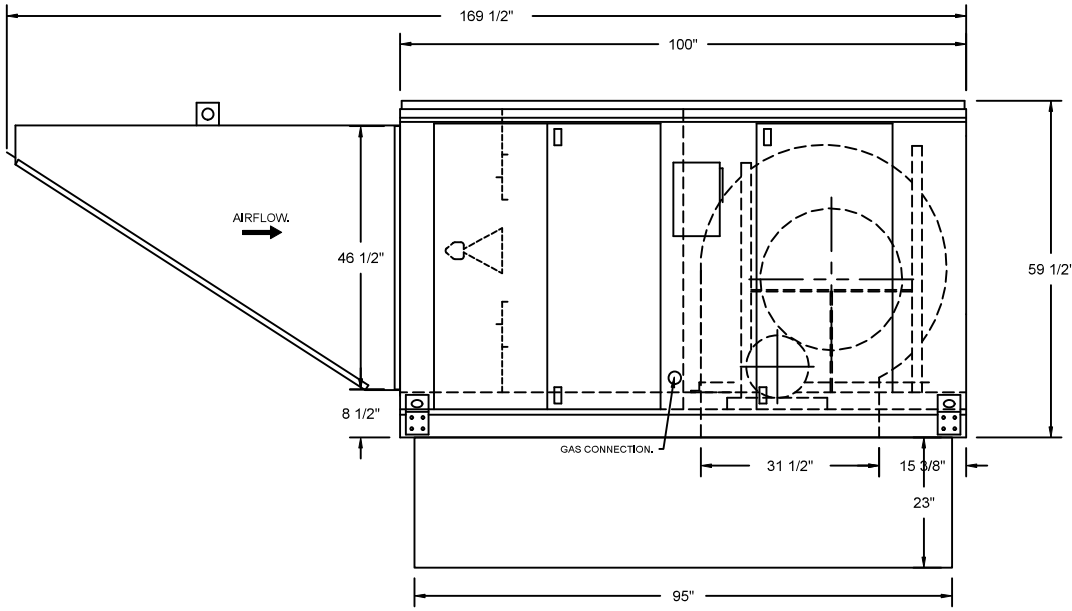
CAH 25 SOUND (589 RPM) AT 5 FT. IN OCTAVES:

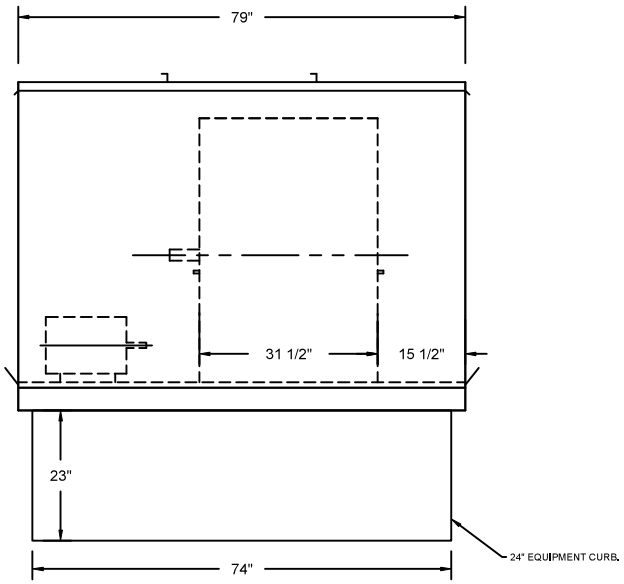
1	2	3	4	5	6	7	8
93.8	87.1	81.9	80.4	78.6	76.6	71.2	67.5

LWA:	83.9	Sones:	21.7	DBA:	72.4

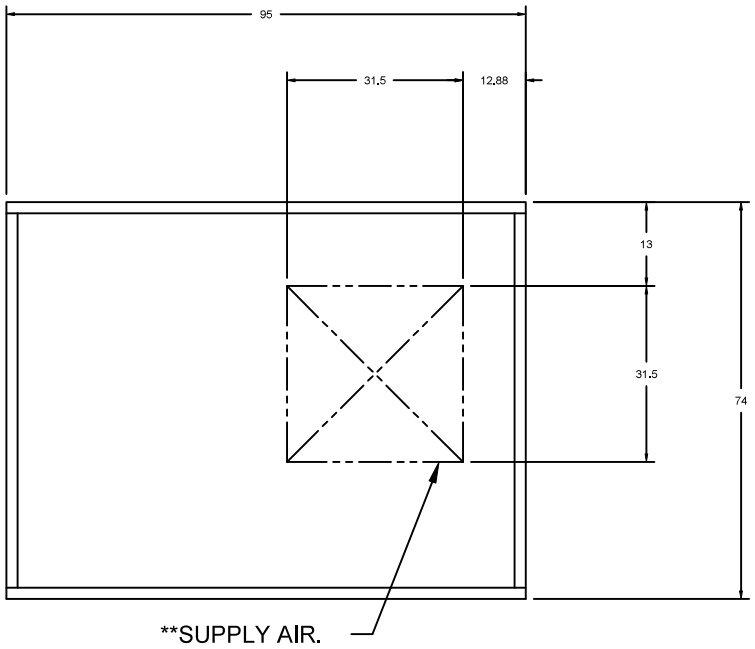
Note: Sound data across operational range. Tested in accordance to AHRI Standard 270/370.


2"
76"
15 1/2"
31 1/2"

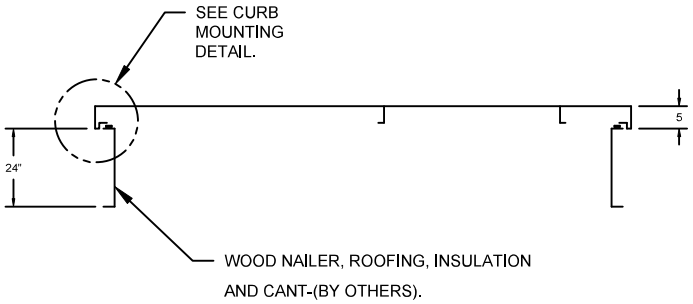

169 1/2"
100"
AIRFLOW.
46 1/2"
8 1/2"
59 1/2"
GAS CONNECTION.
31 1/2"
15 3/8"
23"
95"


79"
31 1/2"
15 1/2"
23"
24" EQUIPMENT CURB.
74"

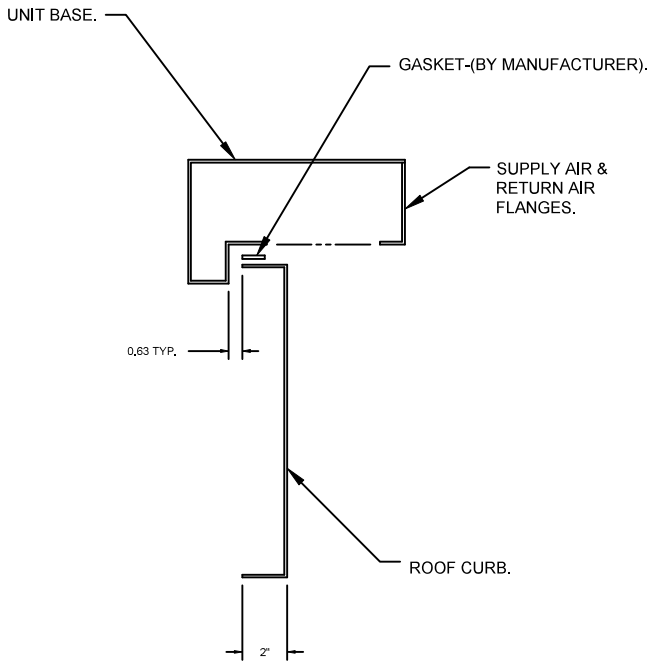
FAN#2 - CURB SIZE 74.000"W x 95.000"L x 24.000"H



TOP VIEW

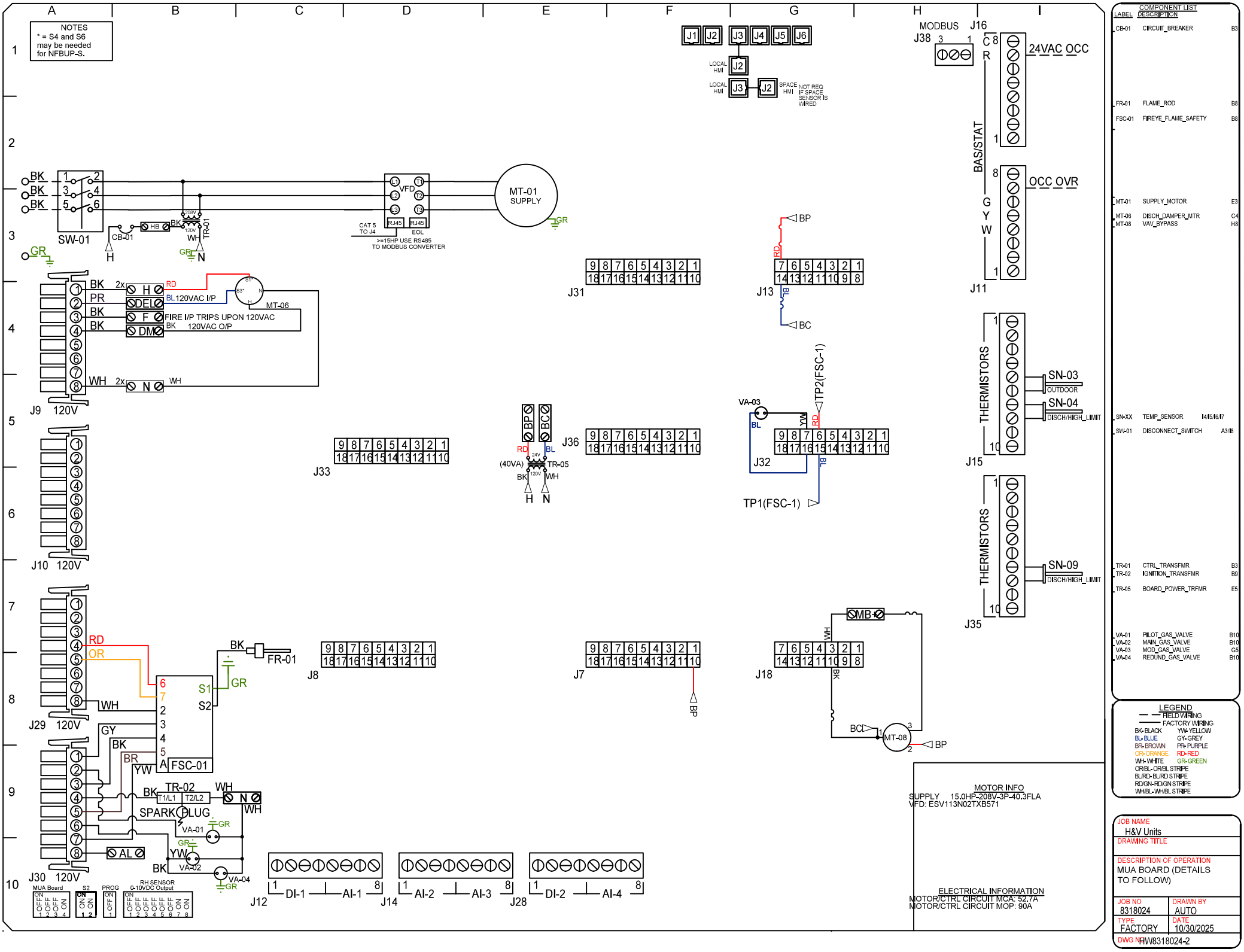


TYPICAL SIDE VIEW



CURB MOUNTING DETAIL

MODEL-*S* *H* HIGH STEEL ROOF CURB.



COMPONENT LIST

LABEL	DESCRIPTION	
CB-01	CIRCUIT_BREAKER	B3
FR-01	FLAME_ROD	B8
FSC-01	FIREYE_FLAME_SAFETY	B8
MT-01	SUPPLY_MOTOR	E3
MT-06	DISCH_DAMPER_MTR	C4
MT-08	VAV_BYPASS	H8
SN-XX	TEMP_SENSOR	I4/I5/I6/I7
SW-01	DISCONNECT_SWITCH	A3/I8
TR-01	CTRL_TRANSFMR	B3
TR-02	IGNITION_TRANSFMR	B9
TR-05	BOARD_POWER_TRFMR	E5
VA-01	PILOT_GAS_VALVE	B10
VA-02	MAIN_GAS_VALVE	B10
VA-03	MOD_GAS_VALVE	G5
VA-04	REDUND_GAS_VALVE	B10

LEGEND

FIELD WIRING
FACTORY WIRING

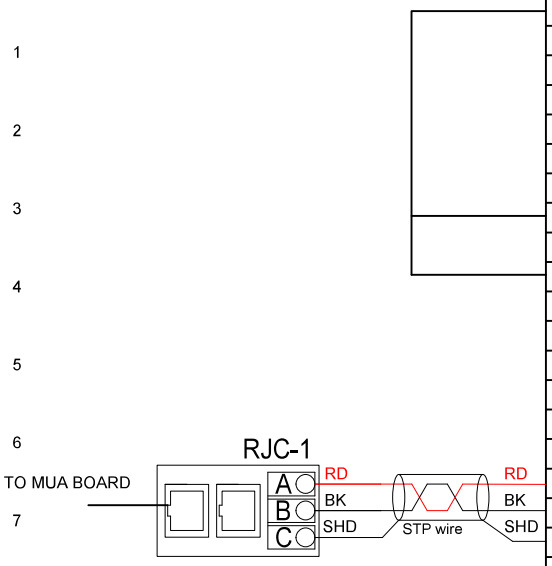
BK- BLACK	YW- YELLOW
BL- BLUE	GY- GREY
BR- BROWN	PR- PURPLE
OR- ORANGE	RD- RED
WH- WHITE	GR- GREEN
OR/BL- OR/BL STRIPE	
BL/RD- BL/RD STRIPE	
RD/GN- RD/GN STRIPE	
WH/BL- WH/BL STRIPE	

JOB NAME	H&V Units
DRAWING TITLE	
DESCRIPTION OF OPERATION	MUA BOARD (DETAILS TO FOLLOW)
JOB NO	8318024
DRAWN BY	AUTO
TYPE	FACTORY
DATE	10/30/2025
DWG NO	HW8318024-2

VFD Wiring	PROJECT *H&V Units*	
DRAWING NUMBER *VFD8318024-2*		MODEL CAH 25

SMV SERIES VARIABLE FREQUENCY DRIVE

TERMINAL	FUNCTION
1	Digital Input:(Start/Stop)
2	Analog Common
5	Analog Input: 0-10 VDC
6	Internal DC Supply for Speed Pot: +10 VDC
25	Analog Input: 4-20 mA
30	Analog Output
4	Digital Reference/Common
11	Internal 12VDC Supply for External Devices
13A	Digital Input: Configurable with P121
13B	Digital Input: Configurable with P122
13C	Digital Input: Configurable with P123
14	Digital Output: Configurable with P142
30	Analog Output: Configurable with P150...P155
16	Relay Output: Configurable with P140
17	
TXA	MODBUS CONNECTIONS
TXB	
2	Analog Common
PE	Ground Terminal
L1	3 Phase Input or Single Phase Input
L2	3 Phase Input or Single Phase Input
L3 (N)	3 Phase input (Neutral for 120v)
U	3 Phase AC Motor
V	3 Phase AC Motor
W	3 Phase AC Motor



All external control wires to motor speed control should be 16-20 AWG shielded multiconductor cables and must not be run in the same conduit or raceway with any high power wiring. Ground Shielded Cable at the drive chasis ONLY.

PG. 11 OF THE DRIVE MANUAL DESCRIBES THE PROPER INSTALLATION PROCEDURE

PG. 19 OF THE DRIVE MANUAL DESCRIBES THE PROGRAMMING PROCEDURE OF THE DRIVE

PG. 23 OF THE DRIVE MANUAL DESCRIBES THE PARAMETER SETTINGS OF THE DRIVE

*NOTE: THE DEFAULT PASSWORD FROM THE FACTORY REQUIRED TO PROGRAM THE DRIVE IS "225".

VARIABLE FREQUENCY DRIVE PARAMETER SETTINGS*

EPM PROGRAM: IBT 571

P100 (Start Source) = 01 (Terminal Strip)
P102 = **Minimum Frequency (Hz)
P103 = **Maximum Frequency (Hz)
P150 (TB-30 Output) = 1
P194 (Password) = 225
P410 (Modbus Address) = 21

Adjust manually on all drives
P107 - 00 (If 120 or 208 VAC)
or 01 (If 230, 480 or 575 VAC)
P108 - Motor FLA x 100 / Drive Output Rating
P165 (Base Voltage) = Set to Motor Voltage (Preset@230V) P165 FOR STANDARD DRIVE ONLY
P167 (Base Frequency) = Calculated Per Fan
P121 For Large HP >15HP set it to 9
P171 (Current Limit) = P108 - 1

IT MAY BE REQUIRED TO FULLY POWER DOWN THE DRIVE AND TURN BACK ON IN ORDER TO INITIATE NEW PARAMETER SETTINGS.

**Min. and Max. Frequency Settings override all other Preset speeds/Parameters.

GENERAL NOTES

*Note: Not Suitable for Corner Grounded 3 Phase Input power

Installed Options

Component Identification

RA-01 External Relay [5]

MOTOR INFO

SUPPLY 15.0HP-208V-3P-40.3FLA
VFD: ESV113N02TXB571

ELECTRICAL INFORMATION

MOTOR/CTRL CIRCUIT MCA: 52.7A
MOTOR/CTRL CIRCUIT MOP: 90A

NOTES

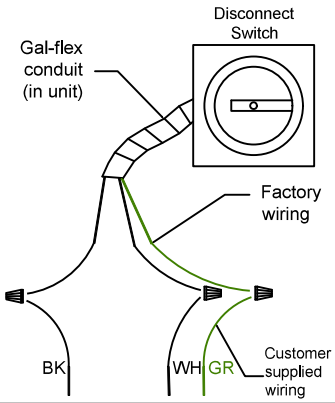
- - - - - - DENOTES FIELD WIRING
———— DENOTES INTERNAL WIRING

WIRE COLOR

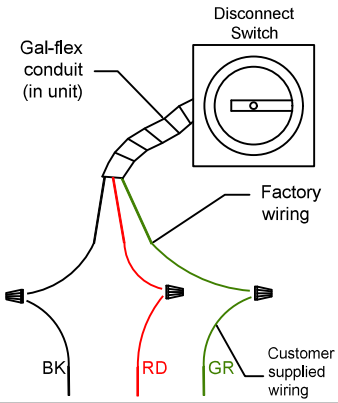
BK - BLACK
BL - BLUE
BR - BROWN
OR - ORANGE
RD - RED
WH - WHITE
YW - YELLOW
GR - GREEN
GY - GRAY
PR - PURPLE
PK - PINK

Installation Wiring	PROJECT *H&V Units*	
DRAWING NUMBER *RP8318024-2*		MODEL CAH 25

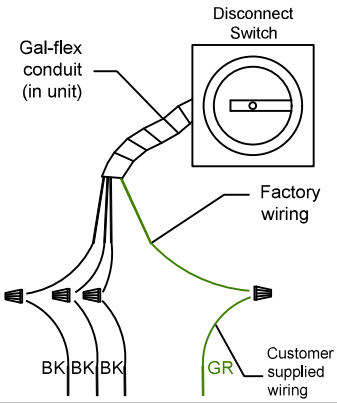
120 V 1 PH.



240 V 1 PH.

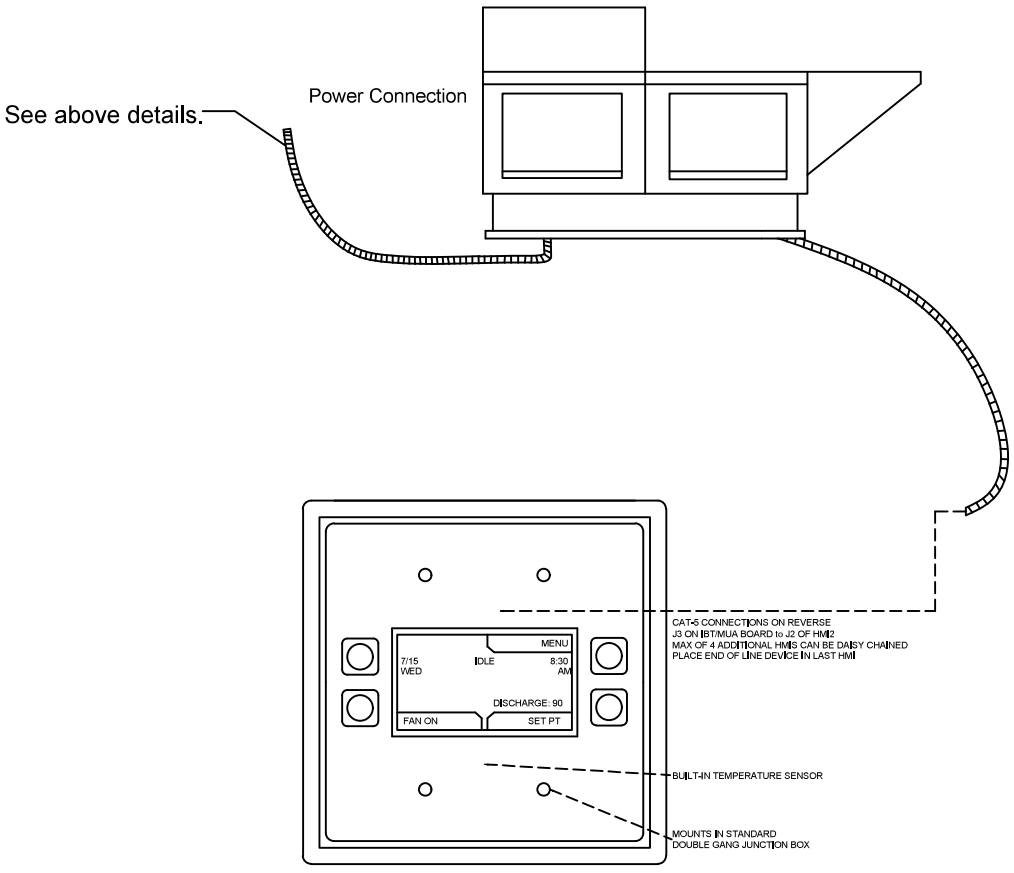


208/460/600 V 3 PH.



Installed Options

HMI SCHEDULE				
UNIT NUMBER	HMI #	HMI LOCATION	TEMP AVERAGING	MODBUS ADDRESS
FAN #2	HMI #1 - UNIT	IN UNIT	NOT AVERAGED	55
FAN #2	HMI #2 - SPACE		AVERAGED	56



NOTES

WIRE COLOR

BK - BLACK	YW - YELLOW
BL - BLUE	GR - GREEN
BR - BROWN	GY - GRAY
OR - ORANGE	PR - PURPLE
RD - RED	PK - PINK
WH - WHITE	

October 31, 2025

City of Long Beach
1 West Chester Street
Long Beach, New York 11561-2016

Attention: Mr. Steven Friedman, P.E
City Engineer

Subject: Reznor Rooftop Replacement – Recreation & Pool Center
Carrier Estimated Time & Material Proposal # 01578556

Dear Mr. Friedman:

As requested, Carrier Commercial Service is pleased to submit our estimated time and material proposal to supply and install (1) replacement rooftop heater utilizing the Sourcewell Contract # 080824-CAR at the Recreation and Pool Center location.

This project will include the following:

- Provide onsite Project Management.
- Lock Out / Tag Out electrical power and control wiring to Reznor RTU.
- Disconnect electrical, ductwork and gas piping from existing rooftop unit.
- Rig existing rooftop unit from roof and dispose of properly.
- Supply and rig (1) replacement gas fired rooftop heating unit.
- Reconnect existing electrical power and control wiring connection.
- Reconnect existing gas line to new heating unit.
- Reconnect existing ductwork to new heating unit.
- Carrier will perform startup and check operation of the heating unit.
- Advise City of Long Beach of any recommendations or improvements during installation not included in our proposal.

Carrier Commercial Service is providing estimated time and material to complete the aforementioned project for estimated cost of……. $107,500.00 plus applicable tax.

This price does NOT include the following:

- Asbestos removal or abatement.
- Permits, Engineering, drawings, structural and balancing.
- General Construction, Ceiling Removal / Replacement, Roofing
- Fire Alarm Wiring & Devices
- Abandon Unit Next to Reznor Unit - Not Included
- BMS & Controls Integration

Payment Terms: 40% Upon Acceptance
Progress Billing Until Completion

Quoted price includes labor (on a straight-time basis) material as outlined, supervision, transportation and tools. The price quoted herein shall be firm for a period of thirty (30) days from the date hereof.

All overtime and additional repairs or parts requested during the performance of the quoted work but not discussed prior to award will be extra. Services other than quoted will be performed only upon your authorization.

Carrier shall not be required to identify, detect, encapsulate, or remove asbestos, products or materials containing asbestos or similar hazardous substances.

We appreciate your consideration of this quotation. Should you have any questions, feel free to contact me on my cell [redacted] to discuss this in further detail.

Thank you for your continued interest in Carrier Products and Services.

Sincerely

Frank N. Bonelli

Frank N. Bonelli
Commercial Service Account Manager
Carrier Commercial Service

Acceptance

_____

City of Long Beach Date

500 Bi-County Boulevard – Suite 160E
Farmingdale, New York 11735
Telephone: 631-501-5740
Fax: 860-998-6877

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events") which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.
Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).
Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at
https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/,
shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.carrier.com/commercial/en/us/legal/additional-terms, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at https://abound.carrier.com/en/worldwide/saas-agreement which are incorporated herein, shall apply.

39. ADDITIONAL TERMS AND CONDITIONS – I-VU CLOUD – If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at https://www.shareddocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf which are incorporated herein, shall apply.